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11 Attorneys for Defendants,
12 GARFIELD BEACH CVS, L.L.C., erroneously sued and served as CVS PHARMACY,
13 INC. and CVS CAREMARK ADVANCED TECHNOLOGY PHARMACY, L.L.C.

14
15 **UNITED STATES DISTRICT COURT**

16 **CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**

17 ELVA BERNAL,
18 Plaintiff,

19 vs.

20 CVS PHARMACY, INC., a Rhode Island
21 Corporation; aka CVS CAREMARK
22 ADVANCED TECHNOLOGY PHARMACY,
23 LLC, an Illinois Limited Liability Corporation;
24 and DOES 1 through 100, inclusive,

25 Defendants.

26 CASE NO.: 5:24-cv-01842-SSS
27 (DTB)

28 Hon. Sunshine Suzanne Sykes
Hon. David T. Bristow

29
**AMENDED STIPULATED
PROTECTIVE ORDER**

30
**NOTE CHANGES MADE BY
31 THE COURT**

32
33 ACTION FILED: March 28, 2024
34 TRIAL DATE: June 1, 2026

35
TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

36
1. A. PURPOSES AND LIMITATIONS

37 The Parties herein agree that the discovery sought in this Action is likely to require
38 the production of certain confidential health care, proprietary, business, commercial,
39 personnel, and financial information, as well as other confidential and private information,

1 for which special protection from public disclosure and from use for any purpose other
2 than prosecuting this litigation may be warranted. Accordingly, the Parties hereby
3 stipulate to and petition the Court to enter the following Stipulated Protective Order. The
4 Parties acknowledge that this Order does not confer blanket protections on all disclosures
5 or responses to discovery and that the protection it affords from public disclosure and use
6 extends only to the limited information or items that are entitled to confidential treatment
7 under the applicable legal principles. The parties further acknowledge, that this Stipulated
8 Protective Order does not entitle them to file confidential information under seal. Civil
9 Local Rule 79-5, sets forth the procedures that must be followed and the standards that
10 will be applied when a Party seeks permission from the Court to file material under seal.
11 The Parties herein, therefore, agree and request that the Court hereby ORDER,
12 ADJUDGE, and DECREE as follow:

13 **B. GOOD CAUSE STATEMENT**

14 This Action is likely to involve trade secrets, confidential health care, proprietary,
15 business, commercial, personnel, and financial information for which special protection
16 from public disclosure and from use for any purpose other than prosecution of this action
17 is warranted. Such confidential and business practices, or other confidential research,
18 developments or commercial information (including information implicating privacy
19 rights of third parties), information otherwise generally unavailable to the public, or which
20 may be privileged or otherwise protected from disclosure under state or federal statutes,
21 court rules, case decisions, or common law. Accordingly, to expedite the flow of
22 information, to facilitate the prompt resolution of disputes over confidentiality of
23 discovery materials, to adequately protect information the Parties are entitled to keep
24 confidential, to ensure that the Parties are permitted reasonable necessary uses of such
25 material in preparation for and in the conduct of trial, to address their handling at the end
26 of the litigation, and serve the ends of justice, a protective order for such information is
27 justified in this matter. It is the intent of the Parties that information will not be designated
28 as confidential for tactical reasons and that nothing be so designated without a good faith

1 belief that it has been maintained in a confidential, non-public manner, and there is good
2 cause why it should not be part of the public record of this case. To that end, it is agreed
3 that the Parties wishing to identify materials as CONFIDENTIAL shall timely provide
4 reasonable and sufficient explanation(s) as to why such material should be
5 CONFIDENTIAL

6 **2. DEFINITIONS**

7 2.1 Action: Elva Bernal v. CVS Pharmacy, Inc., et al.

8 2.2 Challenging Party: A Party or Non-Party that challenges the designation
9 of information or items under this Order.

10 2.3 Confidential Information: Information (regardless of how it is generated,
11 stored or maintained) or tangible things that qualify for protection under
12 Federal Rule of Civil Procedure 26(c), and as specified above in the Good
13 Cause Statement.

14 2.4 Counsel: Attorneys who are employees of a party to this Action.

15 Designating Party: A Party or Non-Party that designates information or items
16 that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL.”

18 2.5 Non-Party: Any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 2.6 Order/Protective Order: This instant stipulated protective order.

21 2.7 Party or Parties: Plaintiff, Elva Bernal, and Defendant, Garfield Beach
22 CVS, L.L.C.

23 2.8 Producing Party: A Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.9 Protected Material/Documents: Any disclosure of Discovery Material or
26 Documents that is designated as “CONFIDENTIAL.”

27 2.10 Receiving Party: A Party that receives Disclosure or Discovery Material
28 that is designated as “CONFIDENTIAL.”

1 2.11 Qualified Persons: The only persons to which Protected Documents, and
2 the information and contents thereof, and Confidential Information may be
3 disclosed to.

4 **3. SCOPE**

5 The protections conferred by this Stipulation and Order cover not only Protected
6 Material (as defined above), but also (1) any information copied or extracted from
7 Protected Material which is not already a public record ; (2) all copies, excerpts,
8 summaries, or compilations of Protected Material; and (3) any testimony, conversations,
9 or presentations by Parties or their Counsel that might reveal Protected Material.

10 Any use of Protected Material at trial shall be governed by the orders of the trial
11 judge. This Order does not govern the use of Protected Material at trial.

12 **4. DURATION**

13 Even after final disposition of this litigation, the confidentiality obligations imposed
14 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
15 or a court order otherwise directs. Final disposition shall be deemed to be the later of (1)
16 dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final
17 judgment herein after the completion and exhaustion of all appeals, rehearings, remands,
18 trials, or reviews of this Action, including the time limits for filing any motions or
19 applications for extension of time pursuant to applicable law.

20 **5. DESIGNATING PROTECTED MATERIAL**

21 A Party producing or propounding written discovery responses or documents that
22 contain trade secrets, proprietary, or other confidential information (“Confidential
23 Information”) shall mark such documents with the word “CONFIDENTIAL.” Documents
24 so marked are sometimes referred to in this Order as “Protected Documents.” The Parties
25 and thereby, Designating Party, agree(s) that they will be judicious and reasonable in
26 designating materials as “CONFIDENTIAL” under this Order. Each Party or Non-Party
27 that designates information or items for protection under this Order must take care to limit
28 any such designation to specific material that qualifies under the appropriate standard. The

1 Designating Party must designate for protection only those parts of material, documents,
2 items, or oral or written communications that qualify so that other portions of the material,
3 documents, items, or communications for which protection is not warranted are not swept
4 unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that
6 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
7 to unnecessarily encumber the case development process or to impose unnecessary
8 expenses and burdens on other parties) may expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 a. Manner and Timing of Designations. Except as otherwise provided in this
13 Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material that
14 qualifies for protection under this order must be clearly so designated before the material
15 is disclosed or produced.

16 b. If a Protected Document is used or marked as an exhibit in a deposition, or if
17 deposition testimony discloses or discusses Confidential Information, counsel for the
18 deponent or the Party with whom the deponent is affiliated, or counsel for any Party to
19 this Action, shall inform the deposing counsel of the confidentiality of any such testimony
20 or exhibit and shall designate the testimony or exhibit as "CONFIDENTIAL," either
21 contemporaneously during the deposition or within thirty (30) days after receiving a copy
22 of the deposition transcript. Unless otherwise agreed, all depositions which do or may
23 contain Confidential Information shall be treated as confidential during the thirty (30) day
24 period set forth above. Each transcript so designated shall be treated as a Protected
25 Document, and all such testimony so designated shall be treated as Confidential
26 Information, except as otherwise agreed or ordered. The deposition of any witness (or any
27 portion of such deposition) that does or may encompass Confidential Information shall be
28 taken only in the presence of persons who are qualified to have access to such information.

1 For purposes of this Order, a deponent is “affiliated” with a Party if he or she is a past or
2 present officer, director, shareholder, agent, employee, consultant or representative of
3 such Party. All court reporters and videographers engaged to record and/or videotape
4 depositions in this case will be informed of this Order and will be required to sign an
5 agreement to operate in a manner consistent with this Order.

6 c. The designation of confidential material shall be made by placing or affixing
7 on each page of the material, in a manner that will not interfere with its legibility, the word
8 “CONFIDENTIAL,” which word may be accompanied by information specifying the
9 litigation in which the document was produced and indicating that the document is subject
10 to this Protective Order. If only a portion or portions of the material on a page qualified
11 for protection, the Producing Party must clearly identify the protection portion(s) (e.g., by
12 making appropriate markings in the margins). The designation of confidential material
13 may be made prior to reproduction of any such material selected on behalf of a Party for
14 copying and before distribution of such reproduced material to that Party. A Party shall
15 not be deemed to have waived any right to designate materials as confidential by allowing
16 inspection of such material prior to a designation of such material as confidential or by
17 inadvertently failing to mark a document as confidential prior to disclosure of the same.

18 A Party or Non-Party that makes original documents available for inspection need
19 not designate them for protection until after the inspecting Party had indicated which
20 documents it would like copied and produced. During the inspection and before the
21 designation, all of the material made available for inspections shall be deemed
22 “CONFIDENTIAL.” After the Inspecting Party has identified the documents it wants
23 copied and produced, the Producing Party must determine which documents, or portions
24 thereof, qualify for protection under this Order. Then, before producing the specified
25 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
26 that contains Protected Material. If only a portion or portions of the material on a page
27 qualifies for protection, the Producing Party also must clearly identify the protected
28 portion(s) (e.g., by making appropriate markings in the margins).

1 For testimony given in depositions that the Designating Party identify the
2 Disclosure or Discovery Material on the record, before the close of the deposition all
3 protected testimony.

4 For information produced in some form other than documentary and for any other
5 tangible items, that the Producing Party affix in a prominent place on the exterior of the
6 container or containers in which the information is stored the legend "CONFIDENTIAL."
7 If only a portion or portions of the information warrants protection, the Producing Party,
8 to the extent practicable, shall identify the protected portion(s).

9 d. Confidential Information and Protected Documents shall be used solely and
10 exclusively for the purpose of this litigation and, under no circumstance, may Confidential
11 Information or Protected Documents be used in any other action or for any purposes
12 unrelated to this litigation. Confidential Information shall not be used, shown,
13 disseminated, copied, or in any way communicated, transferred or disclosed, orally or by
14 any other means, to anyone for any purpose whatsoever, other than as required for the
15 preparation and trial of this Action. Access to Confidential Information shall be limited
16 to those persons designated below, and all persons given access to Confidential
17 Information shall keep all Confidential Information and the material contained therein
18 confidential from all other persons.

19 **6. QUALIFIED PERSONS**

20 Protected Documents, and the information and contents thereof, and Confidential
21 Information may be disclosed only to the following persons (hereinafter referred to as
22 "Qualified Persons"):

- 23 a. The Parties and their respective employees and agents;
- 24 b. Counsel of record for the Parties and direct employees of such counsel
25 who are materially assisting in the preparation or trial or other
26 proceedings of this Action;
- 27 c. Experts and consultants retained by a Party whose assistance is
28 necessary for trial or other proceedings preparation of this specific

1 action, provided that no such disclosure shall ever be made to any
2 person employed by or consulting for any competitor of any Defendant
3 or Specially Appearing Defendant unless that competitor is a party to
4 this action;

- 5 d. Court reporters and videographers; and
6 e. Professional jury or trial consultants, mock jurors, and Professional
7 Vendors to whom disclosure is reasonably necessary for this Action
8 and who have signed the "Acknowledgement and Agreement to Be
9 Bound" (Exhibit A);
10 f. The recipient of a document containing the information or a custodian
11 or other person who otherwise possessed or knew the information;
12 g. During their depositions, witnesses, and attorneys for witnesses, in the
13 Action to whom disclosure is reasonably necessary provided (1) the
14 deposing party requests that the witness sign the form attached as
15 Exhibit 1 hereto; and (2) they will not be permitted to keep any
16 confidential information unless they sign the "Acknowledgment and
17 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the
18 Designating Party or ordered by the court. Pages of transcribed
19 deposition testimony or exhibits to deposition that reveal Protected
20 Material may be separately bound by the court reporter and may not
21 be disclosed to anyone except as permitted under this Stipulated
22 Protective Order; and
23 h. Any mediator or settlement officer, and their supporting personnel
24 mutually agreed upon by any of the parties engaged in settlement
25 discussions and any person mutually agreed upon in writing by all
26 Parties.

27 **7. MARKING DOCUMENTS AS "CONFIDENTIAL"**

28 All documents and all briefs and other papers containing, referring to or otherwise

1 disclosing Protected Documents or Confidential Information which are filed with or
2 otherwise submitted to the Court shall not be disclosed except as provided in this Order.
3 All such documents filed with or submitted to the Court shall be conspicuously marked
4 "CONFIDENTIAL" prior to such filing or submission. In the event that any Protected
5 Documents or Confidential Information are used or disclosed in any hearing or trial or in
6 any other manner, such information shall not lose its confidential status by reason of such
7 use or disclosure, and Counsel shall take all steps reasonably required to protect the
8 confidentiality of the information during such use or disclosure.

9 **8. PROTECTED DOCUMENTS OR CONFIDENTIAL INFORMATION NOT
10 TO BE PROVIDED TO COMPETITORS**

11 In no event shall any disclosure of Protected Documents or Confidential
12 Information be made to competitors of any Party, or to any other person, corporation or
13 entity who, upon reasonable and good faith inquiry, could be determined to be employees
14 of or consultants for a competitor of any Party, irrespective of whether they are retained
15 as an expert by Counsel for a Party, unless such competitor of any Party is also itself a
16 Party to this Litigation, in which case disclosure shall be made in accordance with the
17 terms and provisions herein.

18 **9. ACCESS TO PROTECTED DOCUMENTS OR CONFIDENTIAL
19 INFORMATION**

20 Before being given access to any Protected Documents or Confidential Information,
21 each Qualified Person (other than the Court) shall be advised of the terms of this Order,
22 shall be given a copy of this Order, and shall agree in writing, in the form attached hereto
23 as Exhibit "A," to be bound by and to comply with the terms of this Order. Counsel for
24 each Party shall maintain a list of all Qualified Persons to whom they or their client have
25 provided any Confidential Information, and that list shall be available for inspection by
26 the Court. Opposing counsel shall be notified at least fourteen (14) days prior to disclosure
27 to any person known to be an employee or agent of, or consultant to, any competitor of
28 the Party whose designated documents are sought to be disclosed. Such notice shall

1 provide a reasonable description of the person, all their potential affiliations with any
2 competitor of any Party, to whom disclosure is to be made sufficient to permit objections
3 to be made. If a Party objects in writing to such disclosures within fourteen (14) days of
4 receipt of notice, no disclosure shall be made until the Party seeking to make the disclosure
5 obtains prior approval of the Court or the objecting Party.

6 **10. NON-PARTY'S PRODUCTION OF PROTECTED DOCUMENTS OR
7 CONFIDENTIAL INFORMATION**

8 The Parties recognize that, during the course of this action, there may be produced
9 Protected Documents or Confidential Information originating from a Non-Party to which
10 there exists an obligation of confidentiality. Information originating from a Non-Party that
11 a designating Party reasonably and in good faith believes is subject to a confidentiality
12 obligation may be designated as Confidential Information and shall be subject to the
13 restrictions on disclosure specified in this Protective Order. However, should the Non-
14 Party be utilizing any material that is elsewhere a matter of public record, will not be so
15 designated.

16 **11. PROTECTED MATERIAL SUBPOENAED OR ORDERED TO BE
17 PRODUCED IN OTHER LITIGATION**

18 If a Party is served with a subpoena or a court order issued in other litigation that
19 compels disclosure of any information or items designated in this Action as
20 "CONFIDENTIAL," that Party must

- 21 a. Promptly notify in writing the Designating Party. Such notification shall
22 include a copy of the subpoena or court order;
- 23 b. Promptly notify in writing the party who caused the subpoena or other to
24 issue in the other litigation that some or all of the material covered by the
25 subpoena or order is subject to this Protective Order. Such notification
26 shall include a copy of this Stipulated Protective Order; and
- 27 c. Cooperate with respect to all reasonable procedures sought to be pursued
28 by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this Action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that Court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

**12. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

a. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the relief provide by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

b. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. Promptly notify in writing this Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and make the information requested available for inspection by the Non-Party, if requested.

If the Non-Party fails to seek a protective order from this Court within 14 days of

1 receiving the notice and accompanying information, the Receiving Party may produce the
2 Non-Party's confidential information responsive to the discovery request. If the Non-Party
3 timely seeks a protective order, the Receiving Party may produce the Non-Party's
4 confidential information responsive to the discovery request. If the Non-Party timely seeks
5 a protective order, the Receiving Party shall not produce any information in its possession
6 or control that is subject to the confidentiality agreement with the Non-Party before a
7 determination by the Court. Absent a court order to the contrary, the Non-Party shall bear
8 the burden and expense for seeking protection in this Court of its Protected Material.

9 **13. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
13 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
14 unauthorized copies of the Protected Material, (c) inform the person or persons to whom
15 unauthorized disclosures were made of all the terms of this Order, and (d) request such
16 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
17 attached hereto as Exhibit A.

18 **14. THIRD PARTY'S PRODUCTION OF PROTECTED DOCUMENTS OR
19 CONFIDENTIAL INFORMATION**

20 Third parties producing documents in the course of this litigation may also
21 designate documents as "Confidential," subject to the same protections and constraints as
22 the Parties to the action. A copy of the Protective Order shall be served along with any
23 subpoena to a third party in connection with this action. All documents produced by such
24 third parties shall be treated as "Confidential" for a period of fourteen (14) days from the
25 date of their production, and, during that period, any Party may designate such documents
26 as "Confidential" pursuant to the terms of the Protective Order. In the event any Party or
27 Non-Party discovers, after it has produced documents or information, that it has
28 inadvertently produced documents or information that should have been, but was not,

1 designated as Confidential Information, the Producing Party may designate the documents
2 or information as Confidential Information by a subsequent notice in writing specifically
3 identifying the documents or information and furnishing such documents or information
4 with the correct designation, in which event the Parties shall, thereafter, treat such
5 documents or information as Confidential Information under this Order, and the recipient
6 of such improperly designated documents or information shall undertake their best effort
7 to retrieve any disclosure, dissemination, or use of such improperly designated documents
8 or information from persons not entitled to receive such documents and, upon receipt of
9 the properly designated substitute documents or information, shall return or destroy the
10 previously received improperly designated documents.

11 **15. PROTECTED DOCUMENTS PRODUCED TO A QUALIFIED PERSON**

12 Any copy of a Protected Document distributed to a Qualified Person shall be
13 returned to Counsel for the Producing Party at the completion of the Qualified Person's
14 consultation or representation in this case. Such Qualified Person shall, upon the request
15 of counsel for the Producing Party or the Court, execute an affidavit stating that all such
16 documents and copies of such documents have been returned as required.

17 **16. FILING A PROTECTED DOCUMENT OR DOCUMENT CONTAINING
18 CONFIDENTIAL INFORMATION**

19 Any Party seeking to file with the Court a Protected Document or a document
20 containing Confidential Information shall first move the Court to file the document under
21 seal pursuant to Civil Local Rule 79-5. All documents that the Court permits to be filed
22 under seal shall be filed in the manner described in Rule 79-5.

23 **17. COUNSEL TO KEEP ALL MATERIALS AND INFORMATION
24 DESIGNATED AS CONFIDENTIAL IN THEIR EXCLUSIVE
25 POSSESSION**

26 Except to the extent otherwise permitted by this Order, Counsel shall keep all
27 materials and information designated as confidential and subject to this Protective Order
28 within their exclusive possession and control and shall take all necessary and prudent

1 measures to maintain the confidentiality of such materials or information and shall not
2 permit dissemination of such materials to anyone.

3 **18. QUALIFIED PERSONS TO KEEP ALL MATERIALS AND**
4 **INFORMATION DESIGNATED AS CONFIDENTIAL IN THEIR**
5 **EXCLUSIVE POSSESSION**

6 Except to the extent permitted by this Order, each and every Qualified Person
7 provided copies of or access to material designated as confidential pursuant to this Order
8 shall keep all such materials and any permitted copies, notes, abstracts, or summaries of
9 such material within their exclusive possession and control and shall exercise all necessary
10 and prudent precautions to maintain the confidentiality of all such materials and shall not
11 disseminate such materials or their contents to anyone.

12 Any Qualified Person having access to material or information designated
13 confidential under this Protective Order, to the extent copies, duplicates, extracts,
14 summaries, notes, or descriptions of the materials or information of any portion thereof,
15 are created, shall treat any and all such copies, duplicates, extracts, summaries, notes, or
16 descriptions of the materials, or information of any portion thereof, as confidential and all
17 provisions of this Protective Order shall apply equally to such materials so created, in the
18 same manner and to the same extent as are materials designated as confidential by any
19 defendant.

20 **19. INADVERTENT PRODUCTION OF DOCUMENTS SUBJECT TO WORK**
21 **PRODUCT IMMUNITY OR ATTORNEY-CLIENT PRIVILEGE**

22 Inadvertent production of documents subject to work product immunity or the
23 attorney-client privilege shall not constitute a waiver of the immunity or privilege;
24 provided that the Producing Party notifies the receiving Party in writing via e-mail, with
25 confirmation by mail, of such inadvertent production. Such inadvertently produced
26 documents, and all copies thereof, shall be returned to the Producing Party upon timely
27 request. No use may be made of such documents subsequent to the request to return them.
28 Nothing in this Protective Order shall limit the receiving Party from requesting that the

1 Court order the production of any such inadvertently produced documents, except such
2 request may not be based upon the argument of waiver of the privilege or right to withhold
3 documents.

4 Further, if timely corrected, an inadvertent failure to designate qualified information
5 or items does not, standing alone, waive the Designating Party's right to secure protection
6 under this Order for such material. Upon timely correction of a designation, the Receiving
7 Party must make reasonable efforts to assure that the material is treated in accordance with
8 the provisions of this order.

9 **20. RETURNING OR DESTROYING DOCUMENTS UPON CONSENT OF**
10 **PARTY WHO PROVIDED SAID DOCUMENTS UPON ENRTY OF FINAL**
11 **JUDGMENT**

12 Within sixty (60) days after the termination of this Action by entry of a final
13 judgment or order of dismissal, each Party shall either (a) return to the Producing Party all
14 materials designated as Confidential Information under this Order and all copies thereof,
15 or (b) destroy such documents upon consent of the Party who provided the information
16 and certify in writing within thirty (30) days after destruction that the documents have
17 been destroyed. Outside Counsel for each Party may retain copies of pleadings filed in
18 Court, and of deposition and court transcripts or recordings. Each Non-Party or other
19 person subject to the terms of this Order, shall within sixty (60) days after the termination
20 of this action by entry of a final judgment or order of dismissal either (a) return to the
21 Producing Party all materials designated as Confidential Information under this Order and
22 all copies thereof, or (b) destroy such documents upon consent of the Party who provided
23 the information, and certify in writing within thirty (30) days after destruction that the
24 documents have been destroyed.

25 **21. NON-PARTY'S ELECTION TO BE BOUND TO PROTECTIVE ORDER**

26 In the event any Non-Party shall be called upon, by subpoena or otherwise, to
27 provide or produce documents or information considered Confidential Information by
28 such Non-Party, such Non-Party may elect to be bound by the terms of this Order by

1 notifying Counsel for all Parties in writing. Upon service of such notice such Non-Party
2 may designate documents and information as Confidential Information in the manner set
3 forth in this Order, and such Non-Party's Confidential Information shall be treated in the
4 same manner as the Confidential Information of a Party to this action.

5 **22. ORDER STILL EFFECTIVE AFTER ENTRY OF FINAL JUDGMENT OR
6 DISMISSAL**

7 After the termination of this Action by entry of a final judgment or order of
8 dismissal, the provisions of this Order shall continue to be in effect. This Protective Order
9 is and shall be deemed to be an enforceable agreement between the Parties (and their
10 agents and attorneys, to the extent permissible by the applicable rules of professional
11 conduct), and the terms of this Order may be enforced by specific performance in any
12 court of competent jurisdiction.

13 **23. COURT PRESERVATION CONFIDENTIALITY OF PROTECTED
14 DOCUMENTS AND CONFIDENTIAL INFORMATION**

15 The Parties request that the Court will undertake proper measures to preserve the
16 confidentiality of Protected Documents and other Confidential Information used during
17 any hearing or at the trial of this case or which was filed with the Court. To the extent that
18 exhibit lists are filed in this case, the Parties shall, at the appropriate time, address the use
19 and protection of such confidential documents at trial. This Order shall be binding upon
20 the Parties hereto, upon their attorneys, and upon the Parties and their attorneys'
21 successors, executors, personal representatives, administrators, heirs, legal
22 representatives, assigns, subsidiaries, divisions, employees, agents, independent
23 contractors, and other persons or organizations over which they have control. This Order
24 does not constitute a waiver of any Party's right to object to discovery on any ground,
25 including the ground that information sought contains trade secrets or other confidential
26 business information, ~~nor does it constitute an admission or representation by any Party~~
27 ~~that any document or information designated as CONFIDENTIAL is in fact a trade secret~~
28 ~~or contains confidential financial, proprietary, or business information.~~ Nothing in this

1 Order shall be deemed to limit a Party's right to disclose to any person its own information
2 and documents for any purpose.

3 **24. DOCUMENT NUMBERING ON CONFIDENTIAL DOCUMENTS**

4 The Parties further agree that any legend or stamp utilized for document numbering
5 or to identify or designate documents as being confidential, shall be placed, to the extent
6 physically possible, on such documents so as not to obliterate, cover, or interfere with the
7 reading of the substance of the documents and information contained within such
8 documents.

9 **25. CHALLENGING PARTES TO DOCUMENTS THEY BELIEVE WERE
10 ERRONEOUSLY DESIGNATED AS CONFIDENTIAL**

11 If a Party contends that any document has been erroneously, unreasonably or
12 inappropriately designated "CONFIDENTIAL," it shall nevertheless treat the document
13 as confidential unless and until it either (a) obtains written permission from the Party that
14 designated the document as Confidential to do otherwise, or (b) identifies the specific
15 document and, upon a showing of some need or resulting prejudice, obtains an Order of
16 this Court stating that the document is not confidential and shall not be given confidential
17 treatment. Any Party or Non-Party may challenge a designation of confidentiality at any
18 time that is consistent with the Court's Scheduling Order. The Challenging Party shall
19 initiate the dispute resolution process under Local Rule 37.1 et seq. The burden of
20 persuasion in any such challenged proceeding shall be on the Designating Party. Frivolous
21 challenges, and those made of an improper purpose (e.g. to harass or impose unnecessary
22 expenses and burdens on other parties) may expose the Challenging Party to sanctions.
23 Unless the Designating Party has waved or withdrawn the confidentiality designation, all
24 parties shall continue to afford the material in question the level of protection to which it
25 is entitled under the Producing Party's designation until the Court rules on the challenge.
26 Nothing in this Order shall constitute a waiver of any Party's right to object to the
27 designation of a particular document as confidential. If the document at issue was
28 produced by a third party, the Party objecting to the designation of "Confidential" shall

1 provide that third party with notice of its objection, with copies of any pleadings filed
2 regarding the designation of that third party's documents and with notice of any hearing
3 that may be conducted related to the designation of that third party's document(s).

4 **26. THE COURT MAY MODIFY TERMS AND CONDITIONS OF THE
5 ORDER FOR GOOD CAUSE**

6 The Court may modify the terms and conditions of the Order for good cause, or in
7 the interest of justice, or on its own order at any time in these proceedings.

8 **27. PARTIES NEED A SEPARATE COURT ORDER TO AMEND, CHANGE
9 OR CIRCUMVENT PROTECTIVE ORDER**

10 Without separate court order, the Protective Order and the parties' stipulation does
11 not change, amend, or circumvent any court rule or local rule.

12 **28. NO DOCUMENT MAY BE FILED UNDER SEAL WITHOUT A COURT
13 ORDER**

14 A Party that seeks to file under seal any Protected Material must comply with Civil
15 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order
16 authorizing the sealing of the specific Protected Material at issue. If a Party's request to
17 file Protected Material under seal is denied by the Court, then the Receiving Party may
18 file the information in the public record unless otherwise instructed by the Court.

19 If an application to file a document under seal is granted by Judge Bristow, or the
20 presiding judge, a redacted version of the document shall be e-filed. A courtesy copy of
21 the unredacted document shall be delivered to Judge Bristow or the presiding judge's
22 chambers.

23 **A. MISCELLANEOUS**

- 24 a. Right to Further Relief. Nothing in this Order abridges the rights of any
25 person to seek its modification by the Court in the future.
- 26 b. Right to Assert Other Objections. By stipulating the entry of this
27 Protective Order no Party waives any right it otherwise would have to
28 object to disclosing or producing any information or item on any ground

1 not addressed in this Stipulated Protective Order. Similarly, no Party
2 waives any right to object on any ground to use in evidence of any of the
3 material covered by this Protective Order.

4 Any violation of this Order may be punished by any and all appropriate measures
5 including, without limitation, contempt proceedings and/or monetary sanctions.

6 The foregoing agreed Protective Order has been reviewed and consented to by the
7 following counsel of record.

8 Respectfully Submitted By:
9

10 Dated: 06/19/2025

MARK H. APRAHAMIAN, P.C.

12 By Margaret M. Kame
13

14 MARK H. APRAHAMIAN, ESQ.
MARGARET M. KAME, ESQ.
15 Attorneys for Plaintiff,
ELVA BERNAL

18 Dated: 06/19/2025

19 LA FOLLETTE, JOHNSON, DeHAAS, FESLER &
AMES

20 By:

21 Arianna M. Peregretti
22 MARISSA A. WARREN, ESQ.
MERNA R. ABDELMALAK, ESQ.
23 ARIANNA M. PEREGRETTI, ESQ.
24 Attorneys for Defendant,
GARFIELD BEACH CVS, L.L.C., erroneously sued
and served as CVS PHARMACY, INC. and CVS
CAREMARK ADVANCED TECHNOLOGY
25 PHARMACY, L.L.C.

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2 **[PROPOSED] ORDER**
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4 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**
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6 Dated: June 23, 2025
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9 HON. DAVID T. BRISTOW
10 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ of _____

, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of ELVA BERNAL v. CVS PHARMACY, INC., et al., Case No. 5:24-cv-01842-SSS (DTB). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or time that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court of the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature:

CERTIFICATE OF SERVICE

STATE OF CALIFORNIA]
COUNTY OF LOS ANGELES] ss.

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is LA FOLLETTE, JOHNSON, DeHAAS, FESLER & AMES, 2677 North Main Street, Suite 901, Santa Ana, California 92705-6632.

On June 20, 2025, I served the foregoing document described as **AMENDED STIPULATED PROTECTIVE ORDER** to be electronically filed with the United States District Court, Central District of California – Eastern Division by using the CM/ECF system.

I certify that the following parties or their counsel of record are registered as ECF Filers and that they will be served by the CM/ECF system:

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Margaret M. Kame, Esq.
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Email: jose.r@mhalegal.com
Attorneys for Plaintiff, ELVA BERNAL

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 20, 2025, at Santa Ana, California.

Jenna Koval

JENNA KOVAL

1
2 **[PROPOSED] ORDER**
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4 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**
5

6 Dated: _____
7

8 HON. DAVID T. BRISTOW
9 United States Magistrate Judge
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